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was sold on foreclosure to the plaintiff and all contracts assigned to him. Upon notice that the telegraph company considered the contract at an end, the plaintiff filed a bill to compel performance. *Held*, that the defendant was still bound by the contract. *Detroit, etc. R. Co. v. Western Union Tel. Co.*, 166 N. W. 494 (Mich.).

It is fundamental that an assignor cannot, by assigning a contract, relieve himself from liability thereunder. *Ferguson v. McBean*, 91 Cal. 63, 27 Pac. 518; *Springer v. De Wolf*, 194 Ill. 218, 62 N. E. 542. Indeed, unless the parties make a novation, or, in jurisdictions allowing a beneficiary to recover, the assignee expressly agrees to perform for the benefit of the original promisee, the latter's only relief is against the assignor. *Lisenby v. Newton*, 120 Cal. 571, 52 Pac. 813. See 2 ELLIOTT, CONTRACTS, § 1456. If, then, the assignor becomes insolvent or goes out of existence, the promisee's security for the performance of the promisor is so jeopardized or destroyed that he should be warranted in repudiating the contract. *Central Trust Co. v. Chicago Auditorium Co.*, 240 U. S. 581. Hence, although the assignee in the principal case assumed liability under the contract it would follow, on ordinary contract principles, that the defendant cannot be forced to perform, for a novation cannot be thrust upon him against his consent. Courts of equity have, however, regarded contracts made for the benefit of a business as passing with the business to the purchaser thereof and enforceable by him, even without express assignment, just as a contract for the benefit of land runs in equity with the land. *Abergarw Breuwing Co. v. Holmes*, [1900] 1 Ch. 188. Mutuality of performance can be secured by a conditional decree. *Courage & Co. v. Carpenter*, [1910] 1 Ch. 262. The difficulty that equity is enforcing continuous performance is offset by the consideration of the great hardship which would otherwise result to the plaintiff, and the public interest in carrying out the contract. *Dominion Iron & Steel Co. v. Dominion Coal Co.*, 43 Nova Scotia, 77; *Union Pac. R. Co. v. Chicago, etc. R. Co.*, 163 U. S. 564.

CONFLICT OF LAWS — OBLIGATIONS *EX DELICTO*: CREATION AND ENFORCEMENT — STATUTE GIVING PERSONAL REPRESENTATIVE RIGHT TO SUE FOR DEATH BY WRONGFUL ACT. — Plaintiff's intestate was killed by defendant's negligence in Nebraska, where a statute gives the personal representative a right of action for death by wrongful act. Plaintiff, appointed administrator by the Kansas court, sues in Kansas to recover under the Nebraska statute. *Held*, that the action cannot be maintained, as "personal representative" refers to one appointed by the state whose statute created the right of action. *Battese v. Union Pacific Ry. Co.*, 170 Pac. 811 (Kan.).

For a discussion of this case see Notes, page 116.

CONSTITUTIONAL LAW — CONSTRUCTION, OPERATION, AND ENFORCEMENT OF CONSTITUTIONS — STATE JURISDICTION OVER FEDERAL LANDS. — The defendant was convicted in an Idaho court for violation of a statute of Idaho prohibiting the grazing of sheep under certain circumstances. The offense was committed on United States government lands in the state in which grazing was permitted by the federal authorities. *Held*, that the conviction should be affirmed. *Omaechevarria v. Idaho*, 38 Sup. Ct. Rep. 323.

Where the federal government succeeds to the title of land within a state with the consent of the state legislature the federal jurisdiction over the land is exclusive of all state authority. U. S. CONSTITUTION, Art. I, § 8, clause 17; *Commonwealth v. Clary*, 8 Mass. 72. Even here it has been held that state courts have jurisdiction of a local action between private parties with respect to land ceded to the United States until Congress has made new regulations touching the administration of civil cases arising therein. *Barrett v. Palmer*, 135 N. Y. 336, 31 N. E. 1017. But over land acquired by the federal govern-

ment by purchase or eminent domain without the consent of the state legislature the state jurisdiction remains "complete and perfect," subject to the limitation that it cannot be exercised antagonistically to federal governmental interests. *People v. Godfrey*, 17 Johns. (N. Y.) 225. The same is true of land belonging to the federal government at the date of admission of the state in which the land lies and over which Congress has not reserved exclusive jurisdiction. *United States v. Stahl*, 1 Woolw. (U. S. Cir. Ct.) 192. See also 14 OPINIONS, ATTORNEYS GENERAL, 33. The instant case falls within this last rule.

CONSTITUTIONAL LAW — CONTROVERSIES BETWEEN TWO OR MORE STATES — POWER TO MANDAMUS STATE LEGISLATURE. — Argument of the rule to show cause why, in the default of payment of the judgment against West Virginia in favor of Virginia, an order should not be entered directing the levy of a tax by the legislature of West Virginia, and the motion by that state to dismiss the rule. *Held*, the case should be restored to the docket for further argument, such argument to embrace (1) the right to award the madamus prayed for; (2) if not, the power and duty to direct the levy of a tax; (3) if means for doing so be found to exist, the right, if necessary, to apply such other and appropriate remedy by dealing with the funds or taxable property of West Virginia or the rights of that state as may secure an execution of the judgment. *Commonwealth of Virginia v. State of West Virginia*, 38 Sup. Ct. 400.

For a discussion of this case, see Notes, page 1158.

CONSTITUTIONAL LAW — DUE PROCESS — MINIMUM WAGE FOR WOMEN AND MINORS. — The legislative of Minnesota in 1913 passed an act establishing a minimum-wage commission and prohibiting every employer from employing any woman or minor at less than the living wage as determined by order of the commission. Plaintiffs sought to restrain the enforcement of orders of the commission on the ground that the statute was unconstitutional. *Held*, that the act is constitutional. *Williams v. Evans*, 165 N. W. 495 (Minn.).

For a discussion of this case and other cases involving recent labor legislation, see Notes, page 1013.

CONSTITUTIONAL LAW — POWERS OF LEGISLATURE — DELEGATION OF LEGISLATIVE POWER TO BOARD OF HEALTH. — A Massachusetts statute empowered the State board of health to "make rules and regulations to prevent the pollution . . . of all such waters as are used as sources of water supply." (MASS. R. L., c. 75, § 113, as amended by St. 1907, c. 467, § 1.) In pursuance of this authority the board passed a regulation forbidding anyone to fish in a certain lake without a permit. *Held*, that this does not constitute an unconstitutional delegation of legislative power. *Commonwealth v. Hyde*, 118 N. E. 643 (Mass.).

The general proposition that legislative power cannot be delegated is a familiar maxim in American jurisprudence. *Wayman v. Southard*, 10 Wheat. (U. S.) 1. See 19 HARV. L. REV. 203. The basis for the doctrine rests primarily in the express grant in federal and state constitutions of the legislative power to a designated branch of the government. *Prentiss v. Atlantic Coast Line Co.*, 211 U. S. 210; *Winchester, etc. R. Co. v. Commonwealth*, 106 Va. 264, 55 S. E. 692. See *Dreyer v. Illinois*, 187 U. S. 71, 83. In the nature of things, however, no precise demarcation is possible between legislative enactment and mere administrative regulation. See *Chicago, etc. Ry. Co. v. Dey*, 35 Fed. 866, 874. The result is a great confusion among the cases as to what powers may be granted to administrative boards. Cf. *United States v. Louisville, etc. R. Co.*, 176 Fed. 942; *Pierce v. Doolittle*, 130 Ia. 333, 106 N. W. 751; *State v. Carlisle*, 235 Mo. 252, 138 S. W. 513; *State v. Southern R. Co.*,